

E-filed: April 21, 2010

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Attorneys for Boyd Gaming Corporation

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

STATION CASINOS, INC.,
Debtor.

- ☐ Affects this Debtor
- ☒ Affects all Debtors
- ☐ Affects Northern NV Acquisitions
- ☐ Affects Reno Land Holdings, LLC
- ☐ Affects River Central, LLC
- ☐ Affects Tropicana Station, LLC
- ☐ Affects FCP Holding, Inc.
- ☐ Affects Fertitta Partners, LLC
- ☐ Affects Station Casinos, Inc.
- ☐ Affects FCP Mezzco Parent, LLC
- ☐ Affects FCP Mezzco Parent Sub, LLC
- ☐ Affects FCP Mezzco Borrower VII, LLC
- ☐ Affects FCP Mezzco Borrower VI, LLC
- ☐ Affects FCP Mezzco Borrower V, LLC
- ☐ Affects FCP Mezzco Borrower IV, LLC
- ☐ Affects FCP Mezzco Borrower III, LLC
- ☐ Affects FCP Mezzco Borrower II, LLC
- ☐ Affects FCP Mezzco Borrower I, LLC
- ☐ Affects FCP Propco, LLC

Chapter 11

Case No. BK-09-52477

Jointly Administered
BK 09-52470 through 09-52487

**DECLARATION OF DAVID FARLIN
IN OPPOSITION TO: (1) JOINT
MOTION OF STATION CASINOS,
INC. AND FCP PROPCO, LLC
PURSUANT TO 11 U.S.C. §§ 105(a),
363(b)(1), 365(d)(3) AND
365(d)(4)(B)(ii) AND FED. R. BANKR.
9019 FOR ENTRY OF AN ORDER
APPROVING SECOND
AMENDMENT TO AMENDED AND
REVISED MASTER LEASE
COMPROMISE AGREEMENT; AND
(2) DEBTORS' MOTION FOR ENTRY
OF ORDER ESTABLISHING
BIDDING PROCEDURES AND
DEADLINES RELATING TO SALE
PROCESS FOR SUBSTANTIALLY
ALL OF THE ASSETS OF STATION
CASINOS, INC. AND CERTAIN
"OPCO" SUBSIDIARIES; AS WELL
AS (3) REVISIONS THERETO**

Date: May 4, 2010
Time: 2:00 p.m.
Place: 300 Booth Street
Reno, NV 89509

1 I, DAVID FARLIN, declare:

2 1. I am the Chief Information Officer of Boyd Gaming Corporation ("Boyd"), which
3 has its principal office at 3883 Howard Hughes Parkway, Ninth Floor, Las Vegas, Nevada 89169.

4 2. I submit this declaration (the "Declaration") in support of Boyd's opposition to the
5 Debtors' aforementioned pending motions set to be heard on or about May 4, 2010, and relating
6 to Debtors' proposed (i) Second Compromise Amendment to the Master Lease, (ii) bidding
7 procedures, and (iii) extension of exclusivity.

8 3. I am authorized by Boyd to submit this Declaration for such purpose. Except as
9 otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge,
10 my discussions with other members of Boyd's senior management, my review of relevant
11 documents, such as the Debtors' relevant pending motions and declarations, and my opinion
12 based upon my relevant knowledge and experience. If I were called upon to testify, I could and
13 would testify competently to the facts set forth herein.

14 4. In particular, I reviewed the following documents¹:

- 15 a. Debtors' Motion for Order Establishing Bidding and Deadlines Relating to
16 Sale Process for Substantially All of the Assets of Station Casinos, Inc. and
Certain "OpCo" Subsidiaries (04/07/10) [Docket No. 1175];
- 17 b. Notice of Submission of Revised Bidding Procedures in Connection with
18 Debtors' Motion for Entry of Order Establishing Bidding Procedures and
19 Deadlines Relating to Sale Process for Substantially all of the Assets of
Station Casinos, Inc. and Certain "OpCo" Subsidiaries (04/19/10) [Docket
20 No. 1214] (Docket No. 1175 and Docket No. 1214, collectively, the "Bid
Procedures Motion");
- 21 c. Joint Motion of Station Casinos, Inc. and FCP PropCo, LLC Pursuant to 11
U.S.C. §§ 105(a), 363(b)(1), 365(d)(3) and 365(d)(4)(B)(ii) and Fed. R.
22 Bankr. 9019 for Entry of an Order Approving Second Amendment to
Amended and Restated Master Lease Compromise Agreement (4/07/10)
23 [Docket No. 1179];
- 24 d. Notice of Submission of Revised Second Amended and Restated Master
25 Lease Compromise Agreement in Connection with Joint Motion of Station
Casinos, Inc. and FCP PropCo, LLC Pursuant to 11 U.S.C. §§ 105(a),

26 ¹ I briefly reviewed the Debtors' revised or supplemented documents that were filed with the Court on or
27 about April 19, 2010, but I have not had sufficient time to fully address them or discuss them with counsel.
28 Therefore, I may supplement my comments once I have had time to fully consider these additional filings and obtain
the advice of counsel.

363(b)(1), 365(d)(3) and 365(d)(4)(B)(ii) and Fed. R. Bankr. 9019 for Entry of an Order Approving Second Amendment to Amended and Restated Master Lease Compromise Agreement (04/19/10) [Docket No. 1215] (the Second Amended and Restated Master Lease Compromise Agreement attached as Exhibit 1 to Docket No. 1179 and Exhibit 1 to Docket No. 1215, collectively, the "Second Compromise Amendment");

- e. Notice of Submission of Redline Comparison of Revised Second Amended and Restated Master Lease Compromise Agreement in Connection with Joint Motion of Station Casinos, Inc. and FCP PropCo, LLC Pursuant to 11 U.S.C. §§ 105(a), 363(b)(1), 365(d)(3) and 365(d)(4)(B)(ii) and Fed. R. Bankr. 9019 for Entry of an Order Approving Second Amendment to Amended and Restated Master Lease Compromise Agreement (04/19/10) [Docket No. 1216];
- f. Order Approving Master Lease Compromise Agreement Pursuant to 11 U.S.C. §§ 105(a), 363(b)(1), 365(d)(3) and 365(d)(4) and Fed. R. Bankr. 9019 (2/02/10) [Docket No. 962];
- g. Amended and Restated Master Lease Compromise Agreement (12/11/09) [Docket No. 962];
- h. Stipulation Approving First Amendment to Amended and Restated Master Lease Compromise Agreement (2/24/10) [Docket No. 1019]; and
- i. First Amendment to Amended and Restated Master Lease Compromise Agreement (2/24/10) [Docket No. 1019] (the Amended and Restated Master Lease Compromise Agreement as amended by the First Amendment to Amended and Restated Master Lease Compromise Agreement, the "First Compromise Agreement").

5. Based on my professional experience within the gaming industry, I have knowledge about the assets required to operate hotels and casinos within the gaming industry and the availability of such assets and alternatives to them in the general commercial market.

6. The assets, licenses and transition services owned or allocated to FCP PropCo LLC ("Propco") under the First Compromise Agreement are referred to herein as the "Propco Assets." All of the assets of Station Casinos, Inc. ("SCI", and together with Propco, the "Debtors") other than the Propco Assets, the assets of CV PropCo, LLC ("Landco"), and certain excluded assets identified in the First Compromise Agreement are referred to herein as the "Opco Assets." "Opco" shall mean SCI. The "Propco Properties" shall mean, collectively, the four properties Propco owns: Palace Station Hotel & Casino, Boulder Station Hotel & Casino, Sunset Station Hotel & Casino and Red Rock Casino Resort Spa.

1 7. Except for the trademarks set forth on Exhibit A to the Second Compromise
2 Amendment, the material additional and different IT/IP assets, licenses and transition services
3 requested by the Debtors to be allocated to Propco under Annex 1 to the Second Compromise
4 Amendment as “Excluded Assets” or in the Bid Procedures Motion as “Excluded Assets”
5 (individually and collectively referred to herein as “Excluded Assets”) are not unique or specific
6 to the Propco Properties, and there are alternatives generally available in the commercial
7 marketplace. Except for the trademarks set forth on Exhibit A to the Second Compromise
8 Amendment, I am informed and believe that the transfer of the Excluded Assets from Opco to
9 Propco is not essential for Propco to operate continuously and adequately the Propco Properties.

10 8. The value of the Opco Assets will be materially diminished if the additional and
11 different IT/IP assets, licenses and transition services requested by the Debtors to be allocated to
12 Propco under the Second Compromise Amendment, such as the Excluded Assets, are allocated to
13 Propco. For example, Propco is requesting a license under the Second Compromise Amendment
14 to common customer-facing marketing and promotional materials used at both the hotels and
15 casinos within the Opco Assets (“Opco Properties”) and the Propco Properties, such as website
16 content (graphics, photography, creative promotional text for hotels), hard-copy advertising and
17 promotional materials, on-premises textual materials and graphics. I believe that customers of the
18 Opco Properties will be confused as to the source of origin of the hotel and casino services of
19 Propco if Propco is allowed to use the Excluded Assets, and such consumer confusion has a
20 material negative impact on the value of the Opco Assets. These types of items within the
21 Excluded Assets reflect a singular brand identity recognized by Opco’s customers; these assets
22 should remain owned by and be exclusively used to promote Opco, and Propco should not be able
23 to reproduce such brand identity easily and to the confusion of consumers by obtaining a license
24 to use these assets.

25 9. The modern casino business is a technology operation that is heavily dependent on
26 sophisticated information technology (IT) and intellectual property (IP) for success. IT is critical
27 to the operation of properties in the hotel and casino business, where all core functions depend on
28

1 IT systems. Allowing any, or in this case all, IT and IP assets to be transferred to a competitor
2 puts Opco at extreme disadvantage.

3 10. The initial investment in hardware and software plus the ongoing development of
4 proprietary IT and IP assets can involve huge costs over long periods of time. From this
5 perspective, among others, Opco's IT and IP assets are very valuable and desirable. One of the
6 core values of the Opco Assets is its IT and IP assets, including the Excluded Assets.

7 11. If the Opco IT and IP assets within the Excluded Assets are given away to Propco
8 to any material extent, such transfer would require Opco to replace and reinstall the same assets,
9 all at Opco's own expense. The time and effort required for this replacement is such that Opco
10 could need "transition services" from Propco in order to rebuild Opco's IT systems and to prevent
11 the Opco Properties from "going dark."

12 12. The IT and IP assets within the Excluded Assets (including, without limitation, the
13 particular items listed below) represent key IT and IP assets for a property within the hotel and
14 casino business. A transfer of these critical IT and IP assets, which are currently part of the Opco
15 Assets, will destroy any opportunity for a fair bidding or plan process and impair the Debtors'
16 ability to attract a fair price from non-insider competitors. The Excluded Assets include
17 components that are critical to the value of Opco's gaming business. The Excluded Assets are
18 similar to the recipe for a cola drink. A competitor can make a similar (but different) cola product
19 easily without having access to the recipe. However, if the competitor is given the recipe and is
20 thus enabled to make the exact cola drink as the recipe's owner, the recipe owner loses the
21 uniqueness of its cola drink and thus loses value.

22 13. In item 5 (Patents) on Annex 1 to the Second Compromise Agreement, Propco
23 requested an unrestricted, perpetual fully paid up license under Opco's U.S. Patents and patent
24 applications related to player tracking systems. A player tracking system allows a casino to
25 manage, maintain and cultivate its relationship with its players by providing information about
26 player activity, such as type of wager, type of game or race, frequency of play and other
27 parameters. A player tracking system is a valuable asset for a casino, but there is nothing inherent
28 to a player tracking system (such as the one covered by Opco's patents) that is special or unique

1 to the Propco Properties. In fact, there are several commercially available player tracking
2 systems available in the market which Propco could use, all of which will achieve the basic
3 functionality of a player tracking system and meet any regulatory requirements required by
4 authorities in the gaming industry. For example, to list a few of many commercially available
5 alternatives, are the player tracking systems offered by Bally Technologies, Inc., International
6 Game Technology (IGT), Aristocrat Technologies, Inc., and Konami Gaming, Inc. The
7 uniqueness of a player tracking system is a direct result of an investment of time and money in
8 order to tailor and customize a commercially available player tracking system to meet the actual
9 operating configurations of a particular gaming business (for example, customer loyalty
10 programs, brand positioning, marketing standards and operational demands). The value of the
11 Opco Assets will be greatly diminished, if Opco is forced to hand over a license to patents
12 covering the player tracking system in which I expect that Opco has invested so much time and
13 money to tailor and customize it to fit the actual operating configurations of the Opco gaming
14 business.

15 14. In item 7 (Other Intellectual Property) on Annex 1 to the Second Compromise
16 Agreement, Propco requested the use of "existing website infrastructure (including online guest
17 transaction and account management systems) and related software applications" within the Opco
18 Assets and requested the right to not "re-create [the] website user interface from scratch." The
19 website user interface for certain of the Opco Properties, printouts of which are attached hereto as
20 Exhibit A, are very similar in look and feel to certain of the Propco Properties, attached hereto as
21 Exhibit B. Given the similarities in look and feel of the existing website user interface, I believe
22 that customers of the websites of the Propco Properties will assume that Opco is the source of
23 origin of the Propco Properties and will consider the Propco Properties as part of the same
24 enterprise as the Opco Properties. The likelihood of this consumer confusion creates harm to the
25 Opco Properties, which are intended to be a separate business from the Propco Properties that will
26 compete with the Propco Properties, and thus diminishes the value of the Opco Assets. There are
27 many alternatives for presenting the website user interface of a property within the hotel and
28 casino business, for example, those set forth on Exhibit C attached hereto. In fact, although the

1 two properties shown on Exhibit C (the Mirage property and the Treasure Island property) used to
2 have the same owner, the Treasure Island property was sold to a new owner in 2009, who was
3 able to quickly create the different website user interface shown on Exhibit C. If the Propco
4 Properties are presented using an alternative website user interface, customers of the Propco
5 Properties will not be confused as to source of origin and the value of the Opco proprietary
6 website IP will not be harmed thereby. Furthermore, there are many generally available sources
7 of software applications for website infrastructure (including online guest transaction and account
8 management systems). These software applications can be provided by a variety of vendors,
9 ranging from large companies like International Business Machines Corp. (IBM) to small
10 advertising agencies to independent consultants specializing in website design.

11 15. In item 7 (Other Intellectual Property) on Annex 1 to the Second Compromise
12 Agreement (and again in item 9 (Business Information) with respect to such business
13 information), Propco also requested an “unrestricted, perpetual, fully paid up license to create
14 derivative works of any and all non-registered copyrightable materials previously used in the
15 ordinary course of operating the Propco business and not otherwise transferred to Propco.” The
16 meaning of “derivative works” is not further limited, thus encompassing any work based on a
17 preexisting Opco work. In addition, the universe of “non-registered copyrightable materials
18 previously used in the ordinary course of operating the Propco business” is extremely broad and,
19 based on my experience, would include anything from software code (including internally
20 developed software code), human resources manuals, music jingles used in advertising
21 campaigns, marketing brochures, guest surveys, synopses of gambling rules and any other written
22 materials used in operating a property within the hotel and casino business. It is obvious that
23 certain “non-registered copyrightable materials”—for example, the similar look and feel of the
24 website user interface shown on Exhibits A and B—are shared between the Propco Properties and
25 the Opco Properties. As already mentioned above, there are many generally commercially
26 available alternatives to materials that are part of the Opco Assets. They are not unique or
27 specific to the Propco Properties, and allowing Propco to have a broad license to create derivative
28

1 works of them allows Propco to pass itself off as associated with the Opco gaming business when,
2 in contrast, Propco is intended to be a separate business from Opco.

3 16. In item 8 (Primary Customer Database) of Annex 1 to the Second Compromise
4 Amendment, Propco requested that the casino player databases of the Propco Properties and Opco
5 Properties be segmented into active and inactive groups, and that inactive accounts be assigned to
6 either Propco or Opco based on the property of greatest gaming theoretical from the player's last
7 play date back 24 months. The allocation of inactive customer accounts is not essential for the
8 operation of the Propco Properties. Inactive accounts are by their nature not a necessary part of
9 the current operations of a business. However, information about inactive accounts remains a
10 valuable asset, and requiring the transfer of information about inactive accounts within the Opco
11 Assets reduces the value of the Opco Assets.

12 17. With respect to active customers, Propco requested that Opco customers who
13 played "primarily" at Propco real estate (as defined for Propco's benefit in an unfair standard) be
14 transferred to Propco as its "Primary Customers." Importantly, once a player is "assigned to an
15 entity," Propco requested that "the player's entire history of all property play will be owned by
16 that entity and will be erased at the other." Under the First Compromise Agreement, the Propco
17 Properties received information about customers determined to be primary customers at the
18 Propco Properties, but the Opco Assets were left whole and the customer information was not
19 deleted from the Opco Assets.

20 18. Player information is a valuable asset within the hotel and casino business.
21 Requiring Opco to delete such information from the Opco Assets greatly diminishes the value of
22 the Opco Assets and allows Propco to walk away with many of the important customers
23 cultivated by Opco at great expense to Opco, who paid for their marketing and recruitment.
24 Moreover, such information is not necessarily restricted to information that is unique and specific
25 to the Propco Properties. For example, a customer determined to be a primary customer of a
26 Propco Property could also have played at the Opco Properties, and Opco should not be denied
27 the information necessary to continue to promote to such customers the Opco Properties which
28 such customers have patronized in the past.

1 19. In item 9 (Business Information) of Annex 1 to the Second Compromise
2 Amendment, Propco requested splitting between the separate Propco Properties and Opco
3 Properties “[a]ll information relating to tracking of operations (e.g., inventory, employee time,
4 HR data, accounting and other Transaction Data as described on Annex A)” that is “tracking
5 information relating to” the Propco Properties’ business information, including without limitation
6 HR programs documentation, training manuals and policies and procedures, physical plant and
7 engineering documentation and processes, player development systems, processes and reporting,
8 and other business information; and marketing and other art materials and construction contracts
9 “to the extent related to” or “relating to” the Propco Properties. The examples of business
10 information that Propco desires to receive and use are valuable assets, and they are not unique or
11 specific to the Propco Properties. It would be difficult, if not impossible, to determine the extent
12 to which they are “related to” the Propco Properties and not the Opco Properties, such that Propco
13 would be justified in requiring the transfer or use of them to the diminishment of the Opco Assets.
14 The value of these kinds of assets is reflected in the First Compromise Agreement, which requires
15 the sale of “physical plant operating records” at a mutually agreed upon value and form of
16 consideration.

17 20. Moreover, I have reviewed the definition of Transaction Data described on Annex
18 A to Annex 1 to the Second Compromise Amendment, which is broadly defined and includes,
19 among other things, “all data, information and computer processing systems, and associated
20 hardware used in the ordinary course of business.” As such, the definition of Transaction Data is
21 not limited to data, but instead sweeps in all systems and associated hardware, including, without
22 limitation, player tracking systems, slot and table games accounting systems, hotel reservations
23 systems and all “Front of house ops systems” such as casino accounting, cage and count,
24 franchising and merchandising operation systems, performance management, and safety, security,
25 surveillance systems and CCTV infrastructure. All of these systems and hardware are not unique
26 and specific to the Propco Properties and are generally available in the commercial marketplace.
27 For example, commercially available versions for many of these systems are generally available
28 through companies such as Agilysys, Inc. or MICROS Systems, Inc. In addition, these systems

1 and hardware represent assets that may be deployed enterprise-wide, representing Opco's
2 investment in their value on an enterprise level throughout the Opco Properties. They cannot be
3 separated from the enterprise without impairing their value. Splitting these assets between
4 Propco Properties and Opco Properties will diminish their value and thus diminish the value of
5 the Opco Assets. Also, because these assets are "front of house" and customer-facing, there is a
6 likelihood of consumer confusion if these systems are employed, as they are currently used at the
7 Opco Properties, at both the Propco Properties and Opco Properties. This consumer confusion
8 has a material negative impact on the value of the Opco Assets.

9 21. In item 10 (IT Systems) of Annex 1 to the Second Compromise Amendment,
10 Propco requested the transfer of all "hardware and wires located at any Propco [P]roperty."
11 Propco states that Propco and Opco will cooperate to "ensure that Opco acquires a duplicate IT
12 system and necessary hardware to operate the same. The cost of Opco's duplicate IT system will
13 be a factor in determining final purchase price but Propco will not separately reimburse Opco for
14 such costs." Proper integration of hardware and wires into an IT system, particularly for a large
15 enterprise across multiple properties, is a critical, complicated and costly element of the IT
16 infrastructure for a property within the hotel and casino business. The transfer of these assets to
17 Propco simply because they are "located at any Propco [P]roperty," with merely the promise to
18 cooperate in rebuilding Opco's resulting diminished IT system and no reimbursement of Opco's
19 costs for rebuilding, is a clear windfall to Propco to the detriment of the value of the Opco Assets.
20 Assuming that Propco holds an entire data center whose contents can support multiple properties,
21 the value of the contents of such a data center can easily exceed \$10,000,000 for each data center
22 (based on an estimate of an equivalent Boyd data center). From the perspective of any buyer of
23 the Opco Properties, the burden of proof should be on the Debtors to prove that Opco's core IT
24 system and capability would still be fully functional after these Excluded Assets are transferred to
25 Propco. If and to the extent that Propco is requiring Opco to replace and rebuild Opco's own IT
26 systems in order for the remaining Opco systems still to function, the Debtors must reveal that
27 problem to the Court and the bidders and Propco must fully compensate Opco creditors. As a
28 result of the Debtors' motion, Opco creditors and bidders worry that, instead of Opco providing

1 transition services to Propco, and Propco then replacing what it needs, Propco would take the
2 turnkey Opco system for Propco's own use and then force Opco to depend on Propco for Opco's
3 IT needs, while Opco has to rebuild its resulting diminished IT system at its own cost.

4 22. Propco also requested "the right to use and modify all proprietary software that is
5 currently used, directly or indirectly, at any Propco [P]roperty" and an "unrestricted, perpetual,
6 fully paid up license" to use and make modifications to all Opco software currently owned by it
7 and an equivalent license to use "any patents . . . necessary to operate the IT System[, which] will
8 include access to all 'Front of house ops systems' described in the definition of 'Transaction
9 Data'." As discussed above, these systems are not unique and specific to Propco and are
10 generally available in the commercial marketplace. Propco can obtain alternative systems in the
11 commercial marketplace and does not need to license these systems from Opco in order to operate
12 continuously and adequately the Propco Properties. If Propco receives a free license to the
13 software and IT system in which Opco has invested substantial time and money to develop, it will
14 be a windfall to Propco. As an example, the cost to develop and customize a casino management
15 application can take from five to eight years and cost in excess of \$10,000,000 to \$15,000,000
16 (calculated based on Boyd's own proprietary multi-property casino management application).
17 Additionally, the functionality of a proprietary system such as this would be tightly coupled to
18 Opco's marketing and brand strategy programs, making it unique to Opco's gaming business.
19 Propco should not receive such advantage, at least without compensation to Opco, especially
20 given Propco's position as a competitor to Opco.

21 I declare under penalty of perjury under the laws of the United States of America that the
22 foregoing is true and correct.

23 Executed this 21st day of April, 2010, at Las Vegas, Nevada.

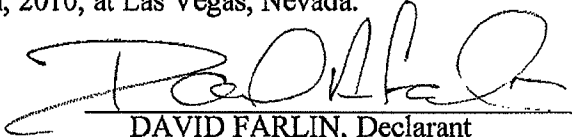
24 
25 DAVID FARLIN, Declarant
26
27
28

Exhibit A

Screenshots of Website User Interface from Opco Properties

1. <http://www.santafestationlasvegas.com/>

2. <http://www.texasstation.com/>

myStation your online boarding pass connection LOGIN SIGN UP

TEXAS STATION Gaming Hall & Hotel

HOTEL HOTEL PACKAGES GAMING DINING ENTERTAINMENT BOARDING PASS MEETINGS PROMOS

JUMBO REEL CASH BONUS

A NEW JUMBO REEL PLAYERS

only for

GET \$5, \$10, \$15, \$20 OR \$10,000 INSTANTLY EVERY MINUTE ON ALL VIDEO REEL AND REEL SLOTS. NO JACKPOT REQUIRED!

CLICK FOR COMPLETE DETAILS

WHAT'S HAPPENING at Texas Station

Moonlight Tournaments
Get More For Your Money. More For Your Play.

Déjà Vu
Free Every Friday from 8pm to 9pm inside South Padre

La Nueva 103.5 presents "Live Mix"
Thursdays 10pm - 2am Doors open at 9pm

Smooth Rhythm & Soul
Old School R&B Pop every Saturday 8pm - 12am!

Vegas Room Rates from \$34.99
Discover Texas Station's award winning restaurants, bowling center, movie theater, exciting nightlife, and hot gaming action! Book Your Hotel Room.

Looking for a Special Gift?
Station Casinos Gift Cards now on Sale. Buy A Gift Card Online.

Regal Cinemas At Texas Station
Check out the blockbusters you can't wait to see! Learn More.

Vegas Hotel Deals

BOARDING PASS my Rewards
your points. your rewards. learn more

CORPORATE INVESTOR RELATIONS NEWS ROOM CAREERS LOCATIONS CONTACT US

TEXAS BOULDER SANTA FE GREEN VALLEY RANCH SUNSET PALACE RED ROCK ALBUQUERQUE

FIESTAS WILDFIRE GAMING DAYS IN AT WILD WILD WEST BORLEY'S GREENS THUNDER VALLEY

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Exhibit B

Screenshots of Website User Interface from Propco Properties

1. http://www.sunsetstation.com/



2. <http://www.boulderstation.com/>

myStation your online boarding pass connection LOGIN SIGN UP

BOULDER STATION HOTEL & CASINO

EMAIL SIGNUP The offers you want when you want them.

HOTEL HOTEL PACKAGES GAMING DINING ENTERTAINMENT BOARDING PASS MEETINGS PROMOS

JUMBO REEL CASH BONUS

A NEW JUMBO only for REEL PLAYERS

BET \$5, \$10, \$15, \$20 OR \$10,000 INSTANTLY EVERY MINUTE ON ALL VIDEO REEL AND REEL SLOTS. NO JACKPOT REQUIRED!

CLICK FOR COMPLETE DETAILS

Check Rate Calendar

Check in: 04/19/2010

of Nights: 1

of Adults: 1

Property: Boulder Station

Promo Code: GO!

Hotel Hotel+Air

Senior 50 Plus Wednesdays
2,000 Guaranteed Cash Winners in April!

Guitars & Saxes - Live at Railhead
Friday, May 28 8pm

Boulder Blues
Thursday Nights at 8pm

Highwire
Friday Nights Doors at 10pm

Yellow Brick Road
Saturday Nights Doors at 10pm

myRewards
you point, you reward.

Station Casinos Gift Cards now on Sale
Buy A Gift Card Online

CORPORATE INVESTOR RELATIONS NEWS ROOM CAREERS LOCATIONS CONTACT US

TEXAS BOULDER SANTA FE GRISHAM VALLEY RANCH SUNSET PALACE RED ROCK ALAMITE

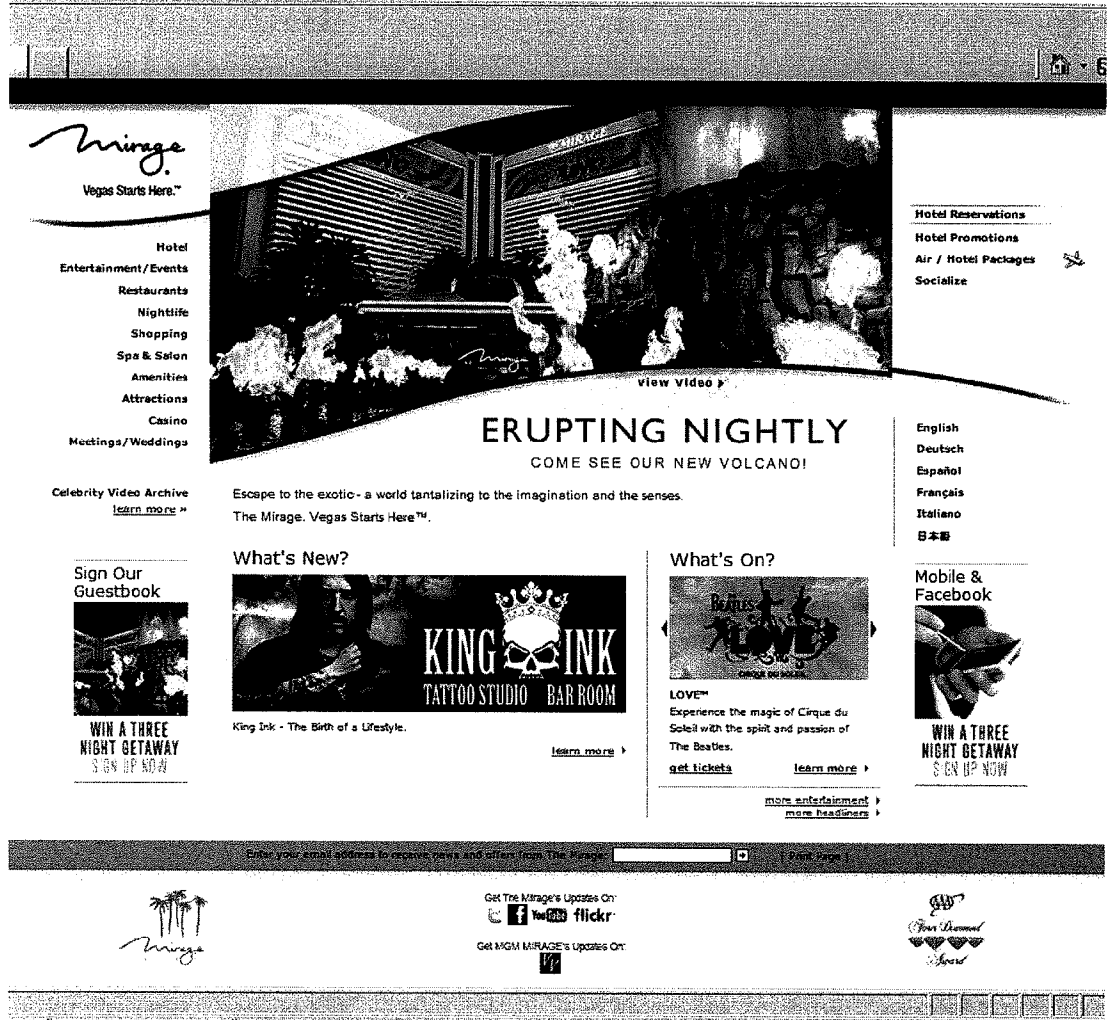
FIESTAS WILDFIRE GAMING DAYS INN AT WILD WILD WEST BARLEY'S GREENS THUNDER VALLEY

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Exhibit C

Screenshots of Alternative Website User Interfaces

1. <http://www.mirage.com/>



2. <http://www.treasureisland.com/>

